

EXHIBIT 17

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2 HON. JOHN C. COUGHENOUR
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11 UNITED STATES DISTRICT COURT
12 WESTERN DISTRICT OF WASHINGTON
13 AT SEATTLE
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16 In re VALVE ANTITRUST LITIGATION

17 Lead Case No. 2:21-cv-00563-JCC

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19 **PLAINTIFFS' SECOND SET OF REQUESTS FOR THE PRODUCTION OF**
20 **DOCUMENTS ON DEFENDANT VALVE CORPORATION**

21 Pursuant to Federal Rules of Civil Procedure 26 and 34, Plaintiffs Wolfire Games, LLC
22 (“Wolfire”), Dark Catt Studios Holdings, Inc., and Dark Catt Studios Interactive LLC (collectively
23 with Dark Catt Studios Holdings, Inc., “Dark Catt,” and collectively with Wolfire, “Plaintiffs”), by
24 and through their undersigned attorneys, request that Valve Corporation (“Valve”) produce the
25 documents described below, subject to the Definitions and Instructions set forth herein, within
26 thirty (30) days of their service.

DEFINITIONS

Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning and shall be interpreted in their common, ordinary sense. The definitions, instructions, and rules of construction set forth in FRCP Rules 26 and 34 are hereby incorporated by reference into, and expressly made part of, each and every Request for Production contained herein. The following additional terms shall have the following meanings and rules of construction, unless the context requires otherwise. Nothing set forth below is intended to narrow the scope of discovery permitted by the FRCP, and the Definitions, Instructions, and Requests for Production should be read as broadly as permitted by those rules.

1. "All," "any," and "each" shall be construed as encompassing any and all.

11 2. “And” and “or” shall be construed either disjunctively or conjunctively as
12 necessary to bring within the scope of the request all responses that might otherwise be co-
13 to be outside of its scope.

14 3. “Communication” shall be construed to the fullest extent under the Federal Rules
15 of Civil Procedure and shall mean, without limitation, the transmittal, disclosure, transfer, or
16 exchange of information (in the form of facts, ideas, inquiries, or otherwise), by any means
17 whatsoever, including orally or in writing, and in any medium.

18 4. “Dark Catt” means Plaintiff Dark Catt Studios Holdings, Inc. and/or Dark Catt
19 Studios Interactive LLC, and its subsidiaries, affiliates, divisions, business units, subsidiaries,
20 affiliates, predecessors, successors-in-interest, and companies under its direct or indirect
21 management or control, as well as any of its present and former agents, directors, officers,
22 managers, analysts, accountants, attorneys, representatives, servants, employees, or other persons
23 acting under its direction or control.

5. “Developers” means any individuals or entities that produce video games.

25 6. “Document” shall be construed to the fullest extent under the Federal Rules of Civil
26 Procedure and shall mean, without limitation, the original and all Drafts, copies, and translations
27 of any Information in any written, recorded, electronic, or graphic form including all memoranda,
28 notes, interoffice and intraoffice Communications, telegrams, telecopies, letters, reports,

1 stenographic notes, bulletins, notices, emails, text messages or other messaging-application
 2 messages, blog or social-media posts, instant messages or other electronic-chat messages,
 3 telephonic or personal Communications, computer models, spreadsheets, data, accounts, records,
 4 calendars, diaries, minutes, contracts or other legal papers, resolutions, written policies or
 5 procedures, insurance policies, audio records, photographs, microform, film, and any
 6 electronically stored Information stored in any medium including computer backup devices in
 7 Your possession, custody, or control or the possession, custody, or control of Your attorneys,
 8 agents, or other Persons under Your control. Without limiting the foregoing, “Document”
 9 includes any copy that differs in any respect from the original or other versions of the Document,
 10 such as Drafts, copies containing notations, insertions, corrections, margin notes, or any other
 11 variations. The term “Document” includes Communications.

12 7. “Draft” shall mean any earlier, preliminary, preparatory, or tentative version of all
 13 or part of a Document, whether or not such Draft was superseded by a later Draft and whether or
 14 not the terms of the Draft are the same as or different from the terms of the final Document.

15 8. A “Gaming Platform” is a software environment in which video game Developers
 16 and/or Publishers distribute games, and video game users maintain their library of games, launch
 17 games, purchase games, connect with other video game users for social networking and
 18 multiplayer gaming, and access other ancillary services like the tracking of gaming achievements.

19 9. “Half-Life 2” means the 2004 PC Desktop Game developed by Valve.

20 10. “Humble Bundle” means Humble Bundle, Inc., a digital store that sells bundles of
 21 multiple video games at pay-what-you-wish-prices and splits profits between itself, publishers,
 22 and charities.

23 11. “Including” and “includes” mean “without limitation.”

24 12. “Information” shall mean facts, opinions, data, or matter learned or known about
 25 any topic or Person.

26 13. “Micro-transaction” means any digital transaction that video game users make
 27 within video games, including purchasing in-game currency in exchange for legal tender, Steam
 28 Wallet funds, virtual items, and subscriptions.

1 14. “Non-PC gaming device or platform” means any console, handheld, and mobile
2 gaming devices including but not limited to those games available for play on cellphones or
3 tablets.

4 15. “Non-Valve game” means any game that was not developed or produced by Valve
5 Corporation.

6 16. “PC Desktop Game” means a video game designed for gameplay on a personal
7 computer.

8 17. “Publishers” means any individual(s) or entities that license or publish video
9 games.

10 18. “Relating to,” “referring to,” “reflecting,” and “regarding” are used in their
11 broadest sense, and mean anything that, directly or indirectly, generally or specifically, regards,
12 relates to, refers to, concerns, contains, constitutes, contradicts, evidences, embodies, comprises,
13 reflects, mentions, identifies, states, deals with, comments on, responds to, describes, analyzes, or
14 is in any way, directly or indirectly, relevant to the subject matter.

15 19. “Steam Community” refers to the online discussion boards, fora, user reviews,
16 community groups, Steam chat, and curators where Steam Store and Steam Gaming Platform
17 users, Valve employees, game developers, and game publishers make discussion posts and post
18 comments.

19 20. “Steam Gaming Platform” means the gaming platform operated by Defendant
20 Valve Corporation through which users play PC Desktop Games.

21 21. “Steam Keys” means alpha-numeric codes that can be input into the Steam Gaming
22 Platform to access a digital copy of the associated game, acquired by free download or purchase
23 through the Steam Store or by resale in third-party transactions and marketplaces.

24 22. “Steam Key Guidelines” refers to any guidance, rules, policies, or practices related
25 to developers’, publishers’, or Steam users’ or customers’ use of or questions about Steam Keys,
26 including but not limited to the guidance and rules provided at

27 <https://partner.steamgames.com/doc/features/keys>.

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1 23. “Steam Store” means the online marketplace through which users can acquire or
2 otherwise obtain access to games.

3 24. Third-Party Sales means any sale taking place through means other than the Steam
4 Store, including but not limited to sales taking place on rival storefronts such as the Epic Games
5 Store.

6 25. “User” or “Users” means any individual who interacts with services provided by
7 the Steam Store or plays games through the Steam Gaming Platform.

8 26. “Valve” means Defendant Valve Corporation and its subsidiaries, affiliates,
9 divisions, business units, subsidiaries, affiliates, contractors, volunteers, predecessors, successors-
10 in-interest, and companies under its direct or indirect management or control, as well as any of its
11 present and former agents, directors, officers, managers, analysts, accountants, attorneys,
12 representatives, servants, employees, or other persons acting under its direction or control.

13 27. “Valve Pricing Policies” means any rules, regulations, policies, practices,
14 discussions, guidelines, standards or requirements relating in any manner to pricing in the Steam
15 Store or any competing store. This definition encompasses both written and unwritten rules, and
16 captures any practices whatsoever Valve engages in to influence, govern, or control pricing within
17 its Steam Store or any other competing store, including but not limited to internal discussions,
18 discussion boards posts, and support tickets.

19 28. “Virtual item” or “virtual good” means any intangible product or service purchased
20 or traded in a virtual economy, such as for use in online communities or online games.

21 29. “Wolfire” refers to Plaintiff Wolfire Games, LLC Corporation and its subsidiaries,
22 affiliates, divisions, business units, subsidiaries, affiliates, predecessors, successors-in-interest, and
23 companies under its direct or indirect management or control, as well as any of its present and
24 former agents, directors, officers, managers, analysts, accountants, attorneys, representatives,
25 servants, employees, or other persons acting under its direction or control.

26 30. The “World Opponent Network” or “WON” means the online gaming platform,
27 created by Sierra Games as the Sierra Internet Gaming System (SIGS).

1 31. The terms "You" and "Your" as used herein shall refer to the Defendant responding
2 to the request and any of its parents, predecessors, other affiliates, successors, or subsidiaries,
3 including officers, directors, employees, partners, agents, consultants, financial services firms, or
4 any other person acting or purporting to act on behalf of such entities.

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1 **INSTRUCTIONS**

2 1. You are requested to produce all documents described below that can be located by
3 a reasonable search of materials within Your possession, custody or control, or in the possession,
4 custody or control of Your officers, directors, agents, employees, representatives, affiliated or
5 associated companies or any other person or entity acting or purporting to act on Your behalf.

6 2. Unless otherwise stated in a specific request, these Requests seek responsive
7 information and documents authored, generated, disseminated, drafted, produced, reproduced,
8 received, obtained, or otherwise created, distributed, or possessed, concerning, or in effect during
9 the period January 1, 2003 to the present.

10 3. Documents in electronic form should be produced in a native format, with all
11 metadata, absent a separate agreement among the parties. Documents in hard-copy form should be
12 produced as scanned, color TIFF image files.

13 4. If You object to part of a request, You must state the basis of Your objections in
14 accordance with Rule 34 of the Federal Rules of Civil Procedure, and produce all documents
15 called for by the portion of the request to which You do not object.

16 5. If You withhold any Document or thing from discovery on the basis of the
17 attorney-client privilege, work-product protection, or other ground of privilege or immunity, You
18 shall describe in accordance with Federal Rule of Civil Procedure 26(b)(5) the nature of the
19 privilege claimed, provide the information required by the aforementioned Rule, and describe the
20 nature of the information in a manner that will enable Defendant to assess the applicability of the
21 claimed privilege or immunity by providing the following information:

22 (a) the date of the Document or thing;
23 (b) the name and title or position of the author(s) of the Document or thing;
24 (c) the name and title or position of all persons designated as addressees or
25 otherwise receiving or having seen copies of the Document or thing;
26 (d) the general subject matter of the Document or thing;
27 (e) the type of Document or thing (memorandum, letter, report, handwritten notes,
28 etc.);

(f) the specific grounds for withholding the Document or thing, including the specific facts upon which You will rely to establish the asserted attorney-client privilege, work product immunity, or other ground of privilege or immunity; and

(g) if You assert privilege or immunity with respect to only part of a Document or thing, the Bates range for the portion of the Document or thing that You have produced.

6 6. These Requests shall be deemed continuing requests so as to require supplemental
7 responses if You obtain or discover additional documents between the time of initial production
8 and the time of the trial. Such supplemental documents must be produced promptly upon
9 discovery. Plaintiffs specifically reserve the right to seek supplementary responses and the
10 additional supplementary production of documents before trial.

7. Any term stated in the singular includes the plural and vice versa.

12 8. Whenever the conjunctive is used, it shall also be taken in the disjunctive, and vice
13 versa, as necessary to bring within the scope of the discovery request all responses that might
14 otherwise be construed to be outside of its scope.

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REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 68:

Documents and data identifying, separately for each service below and in aggregate at the lowest level of temporal aggregation available (e.g., daily, weekly, monthly) Your gross and net revenues, profits or losses at all levels of measurement, costs of goods sold, marginal costs, fixed selling, general, and administrative costs, and variable selling, general, and administrative costs, and employees involved (and what portion of time) in producing, running, developing, maintaining, or otherwise operating:

- (1) The Steam Gaming Platform;
- (2) The Steam Store;
- (3) The Steam Community Market;
- (4) The Steam Workshop;
- (5) Steam Keys; and
- (6) Any other service You provide, including but not limited to social networking

REQUEST FOR PRODUCTION NO. 69:

Documents and transactional-level data sufficient to identify all sales on the Steam Store and Community Market, sales that originated on the Steam Store, all micro-transactions, and/or all Steam Key activations on the Steam Gaming Platform, including: (1) product or game title, (2) price at sale, (3) discount or promotion price history for a given product or game title, (4) any commission paid to Valve on the sale, (5) Developer and/or Publisher of the game title or product sold; (6) date of sale, (7) user account number associated with sale, (8) the corresponding Steam Key activation date on the Steam Gaming Platform where applicable, (9) the type of Steam Key used where applicable, (10) whether any sale or download is part of a bundle, and if so, what bundle, (11) the geographic location of the purchaser or downloader, (12) currency of denomination, whether USD or foreign, (13) if the sale is denominated in foreign currency, the foreign currency exchange rate with USD at the time of the transaction, or the USD equivalent itself, (14) value-added, sales or any other taxes associated with the transaction, including whether

1 the tax was included in the price of the transaction (inclusive) or not (additive), (15) returned
2 product or game title purchases, and (16) the item purchased in each micro-transaction where
3 applicable.

4 **REQUEST FOR PRODUCTION NO. 70:**

5 Documents and data sufficient to identify all games or products for which Developers and
6 Publishers requested Steam Keys, and the number of Steam Keys requested for each such game or
7 product, including the (1) game or product title, (2) Developer and/or Publisher of the game or
8 product, (3) date that Steam Keys were requested, (4) number of Steam Keys requested, (5) any
9 consideration given by the Developer and/or Publisher to Valve for those Steam Keys, (6) the type
10 of Steam Key requested, (7) the results of such requests, (8) the date the request was approved or
11 denied, (9) the number of Steam Keys redeemed, and (10) the number of Steam Keys reclaimed or
12 withdrawn by Valve.

13 **REQUEST FOR PRODUCTION NO. 71:**

14 All documents pertaining to Valve's decision-making process in evaluating whether or not
15 to accept, reject, or modify Steam Key requests including all internal discussions or emails
16 pertaining to such requests.

17 **REQUEST FOR PRODUCTION NO. 72:**

18 Documents and data sufficient to show pricing by product or game title over time by
19 geographic region (to the extent that pricing or promotions vary by region), including list price,
20 any discounts offered, reasons for such discounts, and any price changes.

21 **REQUEST FOR PRODUCTION NO. 73:**

22 Documents sufficient to identify Steam's ordinary practices with respect to monitoring
23 product or game title pricing on other platforms.

24 **REQUEST FOR PRODUCTION NO. 74:**

25 Documents and data sufficient to show what pricing information Valve collects or has
26 access to, from any source for products or game titles sold through Steam and on other platforms,
27 as well as any data collected or to which Valve has access.

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1 **REQUEST FOR PRODUCTION NO. 75:**

2 Documents and data sufficient to identify any geographic limitations on sales, downloads,
3 or distribution, and the type of each limitation imposed for each product or game title, both
4 currently and historically.

5 **REQUEST FOR PRODUCTION NO. 76:**

6 Documents and data about the universe of products or game titles available for purchase or
7 download on the Steam Store, over time, including, for each product or game title: (1) the
8 availability of the product or game title across different websites (*e.g.*, GOG, Humble), (2) the
9 availability of the product or game title as a non-PC game (*e.g.*, on Xbox, on PlayStation, or on
10 mobile), and (3) information regarding the product or game title's characteristics, including (i)
11 publisher, (ii) developer, (iii) genre, (iv) review scores, (v) release date, (vi) user-defined tags,
12 (vii) single player vs. multi-player, (viii) online access, (ix) content or age ratings,
13 (x) monetization model, (xi) the presence of social networking functionality in-game, and (xii)
14 other characteristics.

15 **REQUEST FOR PRODUCTION NO. 77:**

16 Documents sufficient to identify whether, to what degree, and how Valve monitors,
17 encourages, or discourages "review bombing."

18 **REQUEST FOR PRODUCTION NO. 78:**

19 All documents pertaining to analyses or evaluations completed by or on behalf of Valve
20 that quantify or otherwise describe the value Valve claims the Steam platform provides to
21 Publishers or Developers.

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1 DATED: November 29, 2022

2 /s/ Alicia Cobb

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18 *Proposed Interim Executive Committee
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CERTIFICATE OF SERVICE

I hereby certify that on November 29, 2022, I caused a true and correct copy of the foregoing was served via email on counsel for Defendant:

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DATED November 29, 2022.

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